

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO. 04-141

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

MOBILE COMMUNICATIONS TRAILER FOR 911 COMMUNICATIONS FOR LANCASTER COUNTY, NE

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, June 9, 2004**, in the office of the Purchasing Agent, "**K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

COMMISSIONERS

DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

SEALED BID
SPECIFICATION NO. 04-141

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, June 9, 2004

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the listed project agrees to provide the labor, certificate of insurance, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

Mobile Communications Trailer & Related

	<u>DESCRIPTION</u>	<u>QTY</u>	<u>TOTAL PRICE</u>
1.	Mobile Communications Trailer , as per attached specification: MFG./MAKE/MODEL: _____ Including the following options: _____ _____	1 ea	\$ _____
2.	Trailer Mounted Shelter , as per attached specification check list: MFG./MAKE/MODEL: _____ Including the following options: _____ _____	1 ea	\$ _____
3.	Trailer Mounted Tower , as per attached specification check list: MFG./MAKE/MODEL: _____ Including the following options: _____ _____	1 ea	\$ _____
4.	Trailer Mounted Generator , as per attached specification check list: MFG./MAKE/MODEL: _____ Including the following options: _____ _____	1 ea	\$ _____
5.	Other Accessories & Manuals , as per attached specification check list: MFG./MAKE/MODEL: _____ Including the following options: _____ _____	1 ea	\$ _____
6.	One Year Warranty from the date of delivery/pick up as 12 consecutive mos.		\$ _____
7.	Delivery F.O.B. Lincoln, NE , if delivery and/or pick up options are available list terms and associated costs.		\$ _____

TOTAL BID: \$ _____

4. Estimated Delivery/Pick Up Time After Receipt of Order (ARO) _____ Weeks or Days

5. **INTERLOCAL PURCHASING:** The County desires to make available to other local government entities of the State of NE, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services and/or commodity, at the prices quoted, for the period of this agreement. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with contract terms and conditions, in addition to orders from Lancaster County. ___ YES ___ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall Lancaster County be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

NO BID BOND REQUIRED

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 04-141**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

Email: _____

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID. TABULATIONS MAY ALSO BE DOWNLOADED OFF THE CITY/CO. PURCHASING WEB SITE AT: www.lincoln.ne.gov Key Word: "Purchasing", "Bidding Opportunities", select specification number

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document and in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid is made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition,

as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be by written addenda.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. DELIVERY

- 7.1 Each bidder shall state on the proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 7.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 7.3 All bids shall be based upon delivery of equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

8. WARRANTIES, GUARANTEES AND MAINTENANCE

- 8.1 Copies of the following documents must accompany the bid proposal for all items being bid:
1. Manufacturer's warranties and/or guarantees.
 2. Bidder's maintenance policies and associated costs.
- 8.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts returned to the bidder shall be paid by the bidder.

9. ACCEPTANCE OF MATERIAL

- 9.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 9.2 Material delivered under this proposal shall remain the property of the bidder until:
1. A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 2. Material is determined to be in full compliance with the specifications and accepted proposal.
- 9.3 In the event the delivered material is defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 9.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of Lancaster County, Nebraska, as required by specification documents or purchase orders.
- 9.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forging, stamping, nameplates and logos are acceptable.

10. BID EVALUATION AND AWARD

- 10.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 10.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

- 10.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 10.5 The County reserves the right to accept or reject any or all bids, parts of bids; request rebids; waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

11. INDEMNIFICATION

- 11.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 11.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 11.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12. TERMS OF PAYMENT

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

13. LAWS

- 13.1 The Laws of the State of Nebraska shall govern rights, obligations, and remedies of Parties under this proposal and any agreement reached as a result of this process.

SPECIFICATIONS

MOBILE COMMUNICATIONS TRAILER

#04-141

GENERAL INFORMATION

Lancaster County invites you to submit a sealed bid for the purchase and delivery of a **Mobile Communications Trailer**. Unit shall be a flat bed trailer with an equipment shelter and a 100-foot crank up tower designed for temporary deployment in order to provide two-way radio communications for Public Safety Agencies in the event of an emergency situation. Prices shall include all equipment and accessories to provide a complete usable unit. Trailer offered shall meet or exceed the requirements stated herein.

For the purpose of establishing a quality standard the item(s) listed shall serve as a quality standard for which all alternates may be compared. Please complete the enclosed "Specification Check List" indicating any variance to the specifications listed. The County reserves the right to determine if any variance is of material value to the County. All alternates will be considered.

Components offered shall include (see "Specification Check List" attached):

1. 1 each Galvanized dual axle heavy duty trailer, 4 wheel electric brakes;
Quality Standard: Aluma Tower Company (ATC) #TM-61-WA80-E84
2. 1 each Trailer mounted shelter painted white and exterior dimensions 96"L x 96"W x 93.75"H;
interior dimensions 91"L x 91"W x 86"H;
Quality Standard: Aluma #S8H
3. 1 each 100 foot heavy duty aluminum crankup tower
Quality Standard: Aluma Tower Company (ATC) Model #T-100H
4. 1 each 10.0 KW generator complete, quiet diesel fueled / 24 hour tank with enclosure and electric governor with manual transfer switch with cover.
Quality Standard: Aluma Tower Company (ATC) Model #GEN-10000-D-Q-E; and,
5. Other supplies and equipment as listed herein to provide a complete usable system as specified.

DELIVERY AND COORDINATION

Bid prices offered shall be new, complete in every way, including freight/delivery costs - ready for use by the County.

Deliver to: City Emergency Communications - Radio Shop
Attn: Ray Ryan, Supervisor
2540 Fair Street
Lincoln, NE 68503

Successful Bidder to coordinate delivery of new equipment with Ray Ryan (402) 441-8425.

SPECIFIC INFORMATION - All questions regarding these specification must be made in writing to the following:

Kathy Smith, Assistant Purchasing Agent
"K" Street Complex (SW Wing)
440 So. 8th Street
Lincoln, NE 68508
Email: ksmith@ci.lincoln.ne.us
Phone: (402) 441-8309
Fax: (402) 441-6513

All questions must be received in the Purchasing Department by no later than, Wed., June 2nd, 2004, to allow adequate time to prepare an addendum to mail to all known specification holders.

SPECIFICATION CHECK LIST FOR MOBILE COMMUNICATIONS TRAILER #04-141

FIRM NAME: _____

EQUIPMENT DETAILS - Complete and return with your offer.

MEETS SPEC.		PART NUMBER		DESCRIPTION
YES	NO	SPECIFICATION FOR MOBILE TRAILER		
		1.	TM-61-WA80-E84-S8H/T-100H	Hot dipped galvanized steel dual axle heavy duty mobile communication trailer with four (4) wheel electric brakes
		1.1	Included	Dual axle 10,000 lb. GVW ST225/75R15" tires
		1.2	Included	Aluminum diamond decking
		1.3	Included	2-5/16" - 8500# coupler & safety chains
		1.4	ST-14.5	Spare tire mounted and padlocked to the trailer
		1.5	Included	Leveling jacks 7000# capacity and outriggers designed to support the level trailer loaded to capacity
		1.6	Included	Tongue jack designed to support the trailer while connected to vehicle
		1.7	Included	Wheel Chocks and trailer coupler lock
		1.8	Included	Seven (7) pin removable electronic trailer connector
		1.9	Included	Four (4) foot level
		1.10	Included	120 Amp. Electric load center
		1.11	Included	Four (4) foot fluorescent light fixture
		1.12	BPS	12 VDC Battery pack designed to supply power to electric motor used to crank up the tower and work lights
		1.13	RA-400	Three (3) coax cable reels each designed to hold 300 feet of 5/8" coax.
		1.14	Included	12 VDC trailer tail, side and stop lights designed to meet federal highway safety requirements
		1.15	Included	Entry stairs designed for easy access into the shelter
		1.16	Included - #684 - L	Lockable aluminum storage box designed to hold the guy kits and grounding kits
Comment:				

YES	NO	TRAILER SHELTER SPECIFICATION (continued)		
		2.	TM-61-WA80-E84- S8H /T-100H	Permanently mounted shelter constructed of .125" thick 6063 T52 Aluminum box tubing with .090" thick 5052 H32 aluminum sheeting acting as an exterior skin. Centered over axils of trailer.
		2.1	Included	Interior finished with laminated material with insulation for a value of R-18.
		2.2	Included	Exterior of shelter is painted white with an automotive grade two-part paint system
		2.3	Included	Exterior dimensions 96" L x 96"W x 93.75" H
		2.4	Included	Interior dimensions 91" L x 91"W x 86" H
		2.5	AC/CR-15000	Roof mounted 15,000 BTU, 120 VAC, A/C and heating unit
		2.6	DR-8	Dri-Dek Flooring for shelter
		2.7	TE-2	Two-hole coaxial entry port mounted near the ceiling in the wall closest to the tower
		2.8	Included	Breaker panel mounted on the front wall in the corner nearest the generator, with 7-20 amp circuit breakers (one for each outlet)
		2.9	Included	Three (3) each, A-twist lock 120 VAC outlets mounted along each of the two sidewalls, within 6 inches of the ceiling
		2.10	Included	One (1) each 120 VAC weatherproof duplex outlet mounted on the backside of the building
		2.11	TCL-100	Trailer coupler lock
		2.12	TM-TK	Trailer tool kit
Comments:				
		TRAILER MOUNTED TOWER		
		3.	TM-61-WA80-E84- S8H /T-100H	Lightweight heavy-duty aluminum crank-up tower, shall be capable of horizontal storage on the trailer and easily tilted to the vertical position; and then can be easily extended to the desired height
		3.1	Included	Heavy-duty tilt base and supporting brackets and hold-down cables/brackets necessary to safely deploy trailer
		3.2	EWDC-S	12 V DC electric motor winch with control cable and cover designed to extend the tower to its full height
		3.3	Included	Guy wire ears welded to the top of each tower section

		3.4	A4-25CG	Assembled tower guy anchor kits (4), including turn-buckles and ground anchors designed to stabilize tower when fully extended (total 12 guy cable assemblies) of pre-made galvanized guys with storage pouches
		3.5	8800	Temporary anchor kit consisting of (3) 88DB1 Duck Bill anchors, a set of (3) ABCD-375 guy attachment plates and a (DS-88) drive steel
		3.6	8800TK	Duck Bill ground anchor installation kit
		3.7	Included	Mounting clips designed to support the coax cable running up the tower
		3.8	Included	Ground kit designed to protect the tower and equipment shelter from lightning
		3.9	Included	Two (2) inch diameter, 8 foot mast
Comments:				
YES	NO	PORTABLE TRAILER GENERATOR – (continued)		
		4.	GEN-10000-D-Q-E	Ten (10.0) KW diesel generator with 24 hour fuel tank
		4.1	Included	Electronic governor to control generator frequency and protective cover
		4.2	Included	Manual transfer switch that will allow connection of the shelter to either shore-power or generator power
Comments:				
		OTHER ACCESSORIES AND MANUALS		
		5.1	POW-030-10	10 foot long 30 amp (#10/4 wire) shore-power cord with twist lock connector
		5.2	HLR-4	Set of four (4) heavy-duty lifting eyes, swivel, 4000#/each
		5.3	AST-100	Additional tail light
		5.4	FEL-100	Flashing emergency light
		5.5	LED-100	LED stop and tail lights in place of standard
		5.6	ER-19	Electronic equipment rack 19" W x 74"H
		5.7	Included	Operational manuals showing how to safely deploy the trailer and tower
		5.8	Included	Maintenance manuals covering the trailer, tower, building, and generator

		5.9	Included	Specification manual showing the maximum loading specification of the trailer and tower
Comments:				
		DELIVERY AND WARRANTY		
		6.	Provide quote	The County is interested in a delivered price for the listed equipment. To be: F.O.B - Lincoln Nebraska. Please list any additional costs and/or deliver options.
		6.1	Warranty - Included	Minimum of 1 year warranty on all parts and labor (attach a copy of the warranty details)
		6.2	List warranty repair location:	
		6.3	List number of technicians certified to repair this equipment:	
		6.4	Any cost to the county for warranty repairs, shipping, handling, etc., during the warranty period:	
		6.5	List prices of extended warranty if available (attach a copy of details - coverage, etc.):	

REFERENCES

Provide three references for governmental agencies, or private organizations that are currently using this proposed equipment.

Firm Name: _____
Address: _____
Contact Name: _____ Title: _____
Phone Number: _____ Fax: _____
Approximate date and number of units installed: _____

Firm Name: _____
Address: _____
Contact Name: _____ Title: _____
Phone Number: _____ Fax: _____
Approximate date and number of units installed: _____

Firm Name: _____
Address: _____
Contact Name: _____ Title: _____
Phone Number: _____ Fax: _____
Approximate date and number of units installed: _____

Firm Name
F:\FILES\SHARPURC\Spec.04\04-141 911 trailer.wpd

Signature

Date